

Case No. 1:2021cv00806

FILED *dk*
UNITED STATES DISTRICT COURT
DISTRICT OF NEW MEXICO

2021 SEP 15 AM 8:53

CLERK-SANTA FE

Cover Page for Amended Complaint, September 7, 2021

FILED
at Santa Fe, NM

AUG 20 2021

UNITED STATES DISTRICT COURT
DISTRICT OF NEW MEXICO

COOMBS, Terry

Name

1439 W. Chapman Ave.

Orange, CA 92868

Address

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW MEXICO

COOMBS, Terry

, Plaintiff

(Full Name)

v.

FENN, Forrest; OLD, Zoe;

KILE, Jenny;

PRESTON, Douglas;

SWIFT, Taylor;

STUEF, Jack;

Defendant(s)

CASE NO. _____

(To be supplied by the Clerk)

CIVIL RIGHTS COMPLAINT
PURSUANT TO 42 U.S.C. §1983

A. JURISDICTION

1)

COOMBS, Terry

, is a citizen of

USA

(Plaintiff)

(State)

Repeat of Court comments on complaint of fraud 8/26/2021:

an agreement and concerted action among the Defendants.

The elements of fraud include (1) a misrepresentation of fact, (2) either knowledge of the falsity of the representation or recklessness on the part of the party making the misrepresentation, (3) intent to deceive and to induce reliance on the misrepresentation, and (4) detrimental reliance on the misrepresentation ... Our case law provides, in the general sense, that a plaintiff alleging fraud may recover "such damages as are the direct and natural consequences" of the reliance on a fraudulent representation.

3)At a minimum, Rule 9(b) requires that a plaintiff **set forth the 'who, what, when, where and how'** of the alleged fraud, ... and must set forth the **time [and date], place, and contents** of the false representation, the **identity** of the party making the false statements and the consequences thereof.

4)In alleging fraud or mistake, a party must state with particularity the circumstances constituting fraud or mistake." Rule 9's purpose is "to afford defendant fair notice of plaintiff's claims and the factual ground upon which [they] are based

24. Plaintiff alleges fraud by Defendants.

1)Allege specific fact: Fact: Fenn made an oral contract with Plaintiff through his public released statements that he had created a game for the public, & that Plaintiff could win his treasure hunt game worth millions of dollars. Fenn wrote two books for Plaintiff to purchase for \$160.00 that would help Plaintiff find the secret location of the treasure. Fenn then broke the oral contract. Fenn also wrote statements in his books that his game winning treasure was available for Plaintiff to recover. Fenn then broke his written contract statements. Fenn explained secret details of his game to his estate representative Old, friend Preston & friend Swift. Forrest Fenn had his game winning treasure retrieved from NM location before he declared his game as over. I am the first Solver of the Fenn game. The first person/solver/player of the Fenn hunt/game was denied the \$2.5M treasure. Kile became a partner with Fenn & they went out digging for Indian artifacts many times 2012-2016 as stated by Kile on her website.

Agreement: Fenn & Kile agree to remove Chest from NM location & Kile take possession before 9/2016

Concerted action: Kile removes Chest from game winning location with Fenn's knowledge between 4/2015-8/2016

2)State a claim for fraud:

Misrepresent specific fact: Fenn stated more than twenty times 2010-2020 that his Treasure was out there somewhere in the Rockies within the area of his multi-state map. These statements are fully documented in newspapers & video clips. A first real solver did not have a chance to recover Chest after 8/2016.

Defendant knowingly understand the falsity of misrepresentation: Fenn received Plaintiff emails 9/16/2016 that his winning Treasure was not in his special spot. Pictures in the email assured him my solve & location. All of Fenn's ten location statements of the location are false after 9/2016. Fenn knew that someone had the Chest before 9/2016. Fenn could absolutely see that I sent a photo of his crevice Chest hiding location.

Defendant induce reliance on misrepresentation: Plaintiff travels 1000 miles multiple times to search areas 2015-2016. Plaintiff returns to the hiding site many times Searching the area for the \$2.5M & trying to understand what had happened to the Chest. Understanding the Kile India geo-clue from 8/2016 exposing her full location knowledge answered the questions. Plaintiff & family are emotionally distraught that Fenn created one-hundred clues pointing to one exact location & then removed the treasure.

Detriment to Plaintiff on reliance of misrepresentation: Investments lost. Years of torment from five Searcher deaths 2016-2020 when I could have gone public in 2016 & forced Fenn to end the hunt. I believed Fenn was playing the game fair for all so I waited to see what he was doing. Plaintiff waited years to file this Complaint so that all participants would fully expose themselves through actions. Plaintiff assumed that Fenn was not a fraud and relied on Fenn's statements that a ~\$2.5 million treasure was hidden in the Rockies, and went the mountains many times searching, spent untold hours solving clues, spent resources for travel, purchased mountaineering equipment for each search, and suffered injuries from falls, and suffered torment from being defrauded & watching families bury their dead Searchers after I told Fenn that his hunt was over 9/16/2016.

3) Set forth the who, what, when, where and how, time [and date], place, and contents of the false representation

Who Identity: Fenn & Kile

What: made agreement to work together in a concerted effort to give Kile Chest during a Fenn Treasure Clues photoshoot & earlier shoots.

When date time: afternoon 4/23/2015

Where place: San Lazaro, NM. See attached picture from a set-up clue photoshoot. Fenn & Kile searched & dug at many locations over the early years of their partnership.

How contents: Acted on plan & removed \$2.5M Chest from Rockies before 9/10/2016 by driving to location north of Sante Fe

False statements: by Fenn: "the Chest is hidden in the Rockies for anyone to find". Statements made 10/25/2010 to 6/7/2020

Repeat of Court comments on complaint of conspiracy 8/26/2021: The court need accept as true only the plaintiff's well-pleaded factual contentions, not his conclusory allegations. To state a claim for civil conspiracy, Plaintiff must allege: "(1) that a conspiracy between two or more individuals existed (2) that specific wrongful acts were carried out by [Defendants] pursuant to the conspiracy and (3) that Plaintiff was damaged as a result of such acts." Conspiracy is an agreement to accomplish an unlawful purpose or a lawful purpose by unlawful means. Complaint does not allege specific facts showing an agreement and concerted action among the Defendants

25. Plaintiff alleges a conspiracy by Defendants.

Allege Wrongful acts: Fenn made an oral contract with Plaintiff through his public released statements that he had created a game for the public, & that Plaintiff could win his treasure hunt game worth millions of dollars. Fenn wrote two books for Plaintiff to purchase for \$160.00 that would help Plaintiff find the secret location of the treasure. Fenn then broke the oral contract. Fenn also wrote statements in his books that his game winning treasure was available for Plaintiff to recover. Fenn then broke his written contract statements. Fenn explained secret details of his game to his estate representative Old, friend Preston & friend Swift. Old is aware of agreements with Fenn's conspirators. The conspirators understand that Old will honor Fenn's wishes. Fenn made deals with Kile & Stuef in 2020 to stage the game ending. They wish to secure Fenn's legacy as an honest hunt host. Stuef helped set-up a dozen NM clues in the law office photoshoot ~6/8/2020 while saying that he just drove to NM from WY. No evidence exists in photos of other, that Stuef found the treasure in WY 6/6/2020 & then called Fenn for permission to take ownership, then went to a hotel for the night & left the treasure in the WY wilderness, then picked up the chest the next morning, & then drove to Sante Fe NM. Stuef possibly did show up at an Attorney's law office 6/8/2020 for Fenn to see the mostly spotless polished treasure & take pictures for release to the public.

Stuef set-up a Fenn Treasure photoshoot to fool the world as if he is the Solver. Fenn knew that Plaintiff had solved the game but Plaintiff had been quiet for four years.

Preston & Swift do not come forward to alert authorities of their full knowledge of Fenn, Old, Kile, Stuef wrongful acts, potentially criminal acts, which is a wrongful act in itself.

Damages: Plaintiff alleges damages for loss of \$2.5M & five years of torment after solving the game. Investments lost. Years of torment from Searcher deaths since 2016. Plaintiff waited years to file this Complaint so that all participants would fully expose themselves through actions.

Specific facts: Old understands that she must not say who had the Chest during the years 2016-today. Old destroyed incriminating game evidence as her Father had instructed once he had passed. Taxes have not been paid on this Treasure. Stuef moved to Puerto Rico in 2019 & applied for zero tax status, & was awarded zero status 1/16/2020 just before his convenient finding of a Fenn Treasure Chest and conveniently owes zero tax dollars on the found treasure 6/6/2020. Fenn said a child can solve his game. Fenn spent twenty-five years planning his game and assured that an unwanted real solver like myself, would have difficulties getting to the bottom of the real inter-workings of his Treasure Team of confidants.

Additionally Fenn & Kile - Wrongful acts: Kile removes Chest with Fenn's knowledge between 2012-2016.

Allege specific facts: Kile aged the Chest & some contents to appear weathered in the future.

Agreement: Fenn & Kile agree to remove Chest from NM & Kile take possession.

Concerted acts: Fenn & Kile planned the future finder events, chose a finder, & planned how to end the game.

Fenn, Stuef - Wrongful acts: Fenn, Stuef stage a Chest photoshoot 6/7/2020.

Allege specific facts: Photos repeat toad-nose oval clues which is Fenn's main game clue from 2010 for NM location.

Agreement: They agree to stage the shoot & create a false ending for the hunt.

Concerted acts: The three set-up many repeated game clues with the treasure items on a table that are NM clues while saying the Chest was picked up off the ground in WY.

Fenn, Preston - Wrongful acts: Fenn explained to Preston vital details of his game as stated by Preston. The explanations continued from 1995-9/7/2020. Preston could then retrieve the Chest anytime after 8/2010.

Allege specific facts: Preston explains his exclusive vital knowledge in the Bookstore video.

Agreement: Fenn & Preston agree to share game information after 1995.

Concerted acts: Fenn & Preston have attempted & failed to keep the secret that Kile was chosen to be the winner.

Fenn, Swift - Wrongful acts: Fenn explained secret vital details of his game to Swift.

Allege specific facts: Swift has secured a legacy for Fenn. Swift re-creates dozens of Fenn clues in pop music lyrics & videos exposing her detailed knowledge beyond any real game player except for the Plaintiff. She displays many times the green rock key shape in videos. She displays the 1903 gold clue-coin as her herself in a box. She wrote a song about a willow twig & it's ability to bend. She re-creates Fenn's angle down into the crevice Chest location with a whip cream bottle & a roof angle on the Grammy set. There are dozens of other re-creations. Swift understands dozens of clues & she is not supposed to know anything per Fenn's statements. Fenn said he only knows the location & solve.

Agreement: Fenn & Swift agree that she may use the Treasure game as a muse & basis for her new albums.

Concerted acts: Fenn & Swift keep the secrets that Swift 'knows all' & they will create his legacy using her music. Lyrics & videos Swift re-created about Fenn's game on folklore & evermore albums secure Fenn's legacy.

26. Plaintiff demands a Jury trial.

27. Relief (add to E. Relief)

Explanation

From E. relief: Or Option 2: \$5,000,000 plus any Attorney fees.

Or Option 2 - Plaintiff seeks compensatory \$2,500,000 & punitive \$2,500,000 in damages equaling the \$5M.